



RFP #GCCDA-2015-01  
OPEN May 20, 2015  
TIME: 3 p.m.

## **REQUEST FOR PROPOSAL**

### **FOR GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY**

Sealed proposals in **sets of four (4)—one (1) original and three (3) copies**—will be received in the office of the Galveston County Criminal District Attorney **until 3 p.m. C.D.T., on May 20, 2015**, and opened immediately in that office by the Galveston County Criminal District Attorney, in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed proposals are to be delivered to **Ms. Zonia Smith, C.E.O., Galveston County Criminal District Attorney's Office**, at the Galveston County Justice Center, 600 59<sup>th</sup> St., 1<sup>st</sup> Floor, Galveston, Texas 77551, (409) 766-2355. **The time each proposal is received by Ms. Zonia Smith and noted by her in the Criminal District Attorney's Office shall serve as the official time record for this solicitation process. Any proposals received after 3 p.m. C.D.T., on the specified date will be returned unopened.**

#### **Purpose:**

The Galveston County Criminal District Attorney issues this Request for Proposals (RFP) seeking a contractor to provide vending services for the auction, sale, recycling, or other appropriate disposition of tangible personal property forfeited as contraband, including, but not limited to: video gaming machines (eight-liners); automated teller machines; televisions; computers; and office equipment. Proposals may be submitted as to the disposition of certain types of property to the exclusion of other types of property.

All proposals must be marked on the outside of the envelope:

#### **RFP # GCCDA-2015-01.**

Proposer's name, return address, and the enclosed label should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained on application at the office of the Galveston County Criminal District Attorney, located in the Galveston County Justice Center, 600 59<sup>th</sup> St., 1<sup>st</sup> Floor, Galveston, Texas, 77551, or by visiting the Galveston County Criminal District Attorney website @ <http://www.galvestoncountytexas.gov/da/Pages/RFP.aspx>.

Proposals shall be on a commission basis. Proposal pricing shall be either lump sum or unit prices as shown on proposal bid sheets, if applicable. Tax exemption applies and no taxes should be included in proposal pricing.

Upon satisfaction of contractual terms (e.g., goods processed, sold, or disposed of as agreed, etc.), contractor shall be paid via commission from proceeds of the disposition. Contractor will not receive payment in advance. Contract will not bind the Galveston County Criminal District Attorney to any payment beyond commission or other fees deducted from gross sales of the forfeited property. Contract is with the Galveston County Criminal District Attorney, not Galveston County.

No Bond is required.

The Galveston County Criminal District Attorney reserves the right to waive any informality and to reject any and all proposals, and to accept the proposal which, in his opinion, is most advantageous to Galveston County with respect to the governing law.

**DISPOSITION OF FORFEITED TANGIBLE PROPERTY  
GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY**

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**1. PROPOSAL PACKAGE:**

*The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all part of the proposal package. Proposals must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the Galveston County Criminal District Attorney, including the proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheets/contract page(s) may disqualify the proposal from being considered by. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the Galveston County Criminal District Attorney. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the Galveston County Criminal District Attorney.*

**2. PROPOSER'S RESPONSIBILITY**

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics;
- E. and be otherwise qualified and eligible to receive an award.

**3. TIME FOR RECEIVING PROPOSALS:**

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Galveston County Criminal District Attorney will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to the Galveston County Criminal District Attorney, a County office, or employee for the premature opening of a proposal.

**4. PROPOSAL OPENING:**

Only the names of proposers will be read aloud at the proposal opening. The Galveston County Criminal District Attorney will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

**5. GALVESTON COUNTY NOT A PARTY AND NOT BOUND:**

This contract is with the Galveston County Criminal District Attorney for the limited purpose of disposing of forfeited property pursuant to Article 59.06, Texas Code of Criminal Procedure. This is not a contract with the County of Galveston and does not bind the County of Galveston. No proposed contract is binding on the Galveston County Criminal District Attorney until it is properly executed by both parties and applies only to the tangible items identified by the parties to be disposed of according to the contract. Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County.

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**6. REJECTION OF PROPOSALS/DISQUALIFICATION:**

The Galveston County Criminal District Attorney reserves the right to: reject any and all proposals in whole or in part received by reason of this request for proposal, to waive any informality in the proposals received, to disregard the proposal of any proposer determined to be not responsible, and/or to discontinue its efforts for any reason under this proposal package at any time prior to actual execution of contract by the Galveston County Criminal District Attorney. Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- A. Failure to use the proposal form(s) furnished by the Galveston County Criminal District Attorney;
- B. Lack of signature by an authorized representative on the proposal form(s);
- C. Failure to properly complete the proposal;
- D. Proposals that do not meet the mandatory requirements; and/or;
- E. Evidence of collusion among proposers.

**7. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:**

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Galveston County Criminal District Attorney's office if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or proposal procedures must be received in the Galveston County Criminal District Attorney's office not less than seventy-two (72) hours prior to the time set for proposal opening. Vendors are to submit proposals as specified herein or propose an approved equal.

**8. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT:**

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. It is not the Galveston County Criminal District Attorney's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the Galveston County Criminal District Attorney and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder/Proposer, by submission of its bid/proposal, certifies that if awarded any portion of this procurement, the bidder/proposer will supply only material and equipment that is 100% asbestos free.

**9. EXCEPTIONS TO PROPOSAL:**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions," and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the Galveston County Criminal District Attorney. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The Galveston County Criminal District Attorney reserves the right to offer these alternatives to other proposers.

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**10. PRICING:**

Payment shall be on a commission basis for the services provided. Contractor will be paid by deduction of the agreed commission from the proceeds of the disposition of the subject property, with the net proceeds being deposited with the Galveston County Treasurer to be credited to the appropriate account for the Galveston County Criminal District Attorney. Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to the Galveston County Criminal District Attorney, including all freight or shipping charges. Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration. In case of default by the contractor, the Galveston County Criminal District Attorney may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the Galveston County Criminal District Attorney. Prices paid by the Galveston County Criminal District Attorney shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Galveston County Criminal District Attorney.

**11. PROCUREMENT CARD PROGRAM:**

In the event a payment is made to the Contractor, the Galveston County Criminal District Attorney, through the County of Galveston, participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method normally results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal.

**12. PASS THROUGH COST ADJUSTMENTS:**

Except in instances of extreme extenuating circumstances Contractor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Contractors must submit such information on each request as is required by the Galveston County Criminal District Attorney. The Galveston County Criminal District Attorney will review each request on a case-by-case basis and determine the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for his product as such cost is reflected in Contractor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**13. MODIFICATION OF PROPOSALS:**

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual

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specifications, if any, will be accepted at any time prior to the Galveston County Criminal District Attorney's considering of same.

#### 14. SIGNATURE OF PROPOSALS:

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheets may disqualify the proposal from being considered by the Galveston County Criminal District Attorney. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly executed by the Galveston County Criminal District Attorney.

#### 15. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS:

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The award may not be exclusive; the Galveston County Criminal District Attorney may enter into contracts with more than one vendor for the disposition of forfeited property, depending on the type of property to be disposed of, the proposals and qualifications of the vendors, and the best interests of the State and the County, as determined by the Galveston County Criminal District Attorney. **The proposed cost to the Galveston County Criminal District Attorney will be considered firm and cannot be altered after the submission deadline, unless the Galveston County Criminal District Attorney invokes its right to request a best and final offer.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Galveston County Criminal District Attorney, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification from the Galveston County Criminal District Attorney to proceed with the disposition of certain identified items of property. The contractor will perform all services indicated in the proposal in compliance with this contract.

This contract is with the Galveston County Criminal District Attorney for the limited purpose of disposing of forfeited property pursuant to Article 59.06, Texas Code of Criminal Procedure. This is not a contract with the County of Galveston and does not bind the County of Galveston. No proposed contract is binding on the Galveston County Criminal District Attorney until it is properly executed by both parties and applies only to the tangible items identified by the parties to be disposed of according to the contract. Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County.

The Galveston County Criminal District Attorney reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the State and the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Galveston County Criminal District Attorney shall be the sole judge in the determination of these matters.



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The Galveston County Criminal District Attorney reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the Galveston County District Attorney's convenience at any time prior to actual execution of the contract.

**A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered non-compliant.**

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Galveston County Criminal District Attorney, such Proposer will furnish all items and services upon the terms and conditions in this RFP and the resultant contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest cost, most responsive, and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals.

Contractor shall submit to the Galveston County Criminal District Attorney, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the Galveston County Criminal District Attorney and the Contractor has received notice to proceed in writing and an executed copy of the contract from the Galveston County Criminal District Attorney.

#### **16. DISPUTE AFTER AWARD/PROTEST:**

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Galveston County Criminal District Attorney within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Galveston County Criminal District Attorney will promptly issue a decision in writing to the protestant. The decision of the Galveston County Criminal District Attorney is final.

#### **17. PUBLIC INFORMATION ACT:**

The parties agree that the Galveston County Criminal District Attorney's Office is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has **clearly and conspicuously** marked any information that it considers to be confidential, proprietary, and/or trade secret in its proposal. Galveston County Criminal District Attorney agrees to provide notice to Proposer in accordance with the Public Information Act in the event the Galveston County Criminal District Attorney receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

#### **18. PROPOSER'S EMAIL ADDRESSES:**

Notwithstanding the foregoing Section 17, Proposer acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the Galveston County Criminal District Attorney are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

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**19. RESULTANT CONTRACT:**

Proposer shall correctly and fully execute the resultant contract first. The resultant contract shall become effective upon the execution of same by the Galveston County Criminal District Attorney. Contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work.

If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

**Proposer should submit a proposed contract with its proposal or its sample material terms and conditions.**

The criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the Galveston County Criminal District Attorney. The proposers shall furnish any information requested by the Galveston County Criminal District Attorney in order for the Galveston County Criminal District Attorney to determine whether a proposer is responsible.

**20. CONTRACT TERM:**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**21. TERMINATION FOR DEFAULT:**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by the Galveston County Criminal District Attorney, and all replies shall be made in writing to the Galveston County Criminal District Attorney. Notices issued by or issued to anyone other than the Galveston County Criminal District Attorney shall be null and void and shall be considered as not having been issued or received.

The Galveston County Criminal District Attorney reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County Criminal District Attorney, his agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

In addition to the remedies stated herein, the Galveston County Criminal District Attorney has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

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Galveston County Criminal District Attorney reserves the right to terminate this contract immediately in the event Proposer:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted proposal and the contract.

**22. TERMINATION FOR CONVENIENCE:**

The Galveston County Criminal District Attorney may terminate this contract upon at least thirty (30) calendar days prior written notice for any reason deemed by the Galveston County Criminal District Attorney to serve the public interest. Galveston County Criminal District Attorney may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall the Galveston County Criminal District Attorney be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

**23. FORCE MAJEURE:**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**24. ESTIMATED QUANTITIES:**

Any reference to quantities shown in the Request for Proposals is an estimate only. Since the exact quantities cannot be predetermined, the Galveston County Criminal District Attorney reserves the right to adjust quantities as deemed necessary to meet its requirements.

**25. CONTRACTOR INVESTIGATION:**

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Galveston County Criminal District Attorney upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**26. NO COMMITMENT BY THE GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY:**

This Request for Proposal does not commit the Galveston County Criminal District Attorney to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal in response to this Request for Proposal, and does not commit the Galveston County Criminal District Attorney to procure or contract for services or supplies.

**27. PROPOSAL COSTS BORNE BY BIDDER/PROPOSER:**

The Galveston County Criminal District Attorney shall not be liable for any costs incurred by Bidder/Proposer in preparation, production, or submission of a bid/proposal and shall not be liable for any work performed by Bidder/Proposer prior to issuance of fully executed contract and properly issued notice to proceed. The Galveston

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County Criminal District Attorney shall not be liable for any costs incurred by Bidder/Proposer by reason of attending a pre-proposal conference. The Galveston County Criminal District Attorney shall not be liable for any costs incurred by Bidder/Proposer by reason of the Galveston County Criminal District Attorney invoking use of best and final offers.

**28. BEST AND FINAL OFFERS (BAFO):**

In acceptance of proposals, the Galveston County Criminal District Attorney reserves the right to negotiate further with one or more of the proposers as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County and the State. This includes solicitation of a Best and

Final Offer from one or more of the proposers. If invoked, this allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

**29. SINGLE PROPOSAL RESPONSE:**

If only one proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**30. CHANGES IN SPECIFICATIONS:**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The Galveston County Criminal District Attorney is not bound by any oral representations, clarifications, or changes made in the written specifications by the Galveston County Criminal District Attorney's employees, unless such clarification or change is provided to proposers in a written addendum from the Galveston County Criminal District Attorney.

The Galveston County Criminal District Attorney reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors who have obtained documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the Galveston County Criminal District Attorney shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening or proposals.

**31. PROPOSAL IDEAS AND CONCEPTS:**

The Galveston County Criminal District Attorney reserves the right to adopt or use for the benefit of the County or the State any concept, plan, or idea contained in any proposal.

**32. PROPOSAL DISCLOSURES:**

The names of those who submitted proposals will not be made public information unless in conformity with applicable law. No pricing or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any Galveston County Criminal District Attorney employee or County employee or official, other than the Chief Executive Officer, Galveston County Criminal District Attorney's Office, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

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**33. WITHDRAWAL OF PROPOSAL:**

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Galveston County Criminal District Attorney in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

**34. INDEMNIFICATION:**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the Galveston County Criminal District Attorney, and all Galveston County elected and appointed officials and department heads, agents, and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against the Galveston County Criminal District Attorney or Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the Galveston County Criminal District Attorney and the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived.

**35. REQUIREMENT OF AND PROOF OF INSURANCE:**

The successful proposer shall furnish evidence of insurance to the Galveston County Criminal District Attorney and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident :  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:  
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident :  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

**Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

The Galveston County District Attorney and Galveston County shall be listed as additional insureds on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the Galveston County Criminal District Attorney within ten (10) business days of issuance of notification from the Galveston County Criminal District Attorney to Proposer that the contract is being activated as written proof of such insurance and further provided that proposer shall not commence work under this contract until it has obtained all insurance required herein, provided

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written proof as required herein, and received written notice to proceed issued from the Galveston County Criminal District Attorney.

Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without thirty (30) days prior written notice to the Galveston County Criminal District Attorney.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the

Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

**Workers' Compensation Insurance:** Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the Galveston County Criminal District Attorney.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the Galveston County Criminal District Attorney with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the Galveston County Criminal District Attorney that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the Galveston County Criminal District Attorney has the right to pursue other remedies permitted by law or in equity.

The Galveston County Criminal District Attorney agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the Galveston County Criminal District Attorney or the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The Galveston County Criminal District Attorney agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the Galveston County Criminal District Attorney or the County be liable for any damage to or destruction of any property belonging to the Proposer.

#### **36. PATENT AND COPYRIGHT PROTECTION:**

The Proposer agrees at its sole expense to protect the Galveston County Criminal District Attorney from claims involving infringement of patents or copyrights. **Proposer shall indemnify and save harmless the State of Texas, the Galveston County Criminal District Attorney, the County of Galveston, and their respective officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the Galveston County District Attorney or the County.** Proposer also agrees that if Proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Proposer.

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**37. CONFLICT OF INTEREST DISCLOSURE REPORTING:**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with the Galveston County Criminal District Attorney, an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given the Galveston County Criminal District Attorney or an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

**Galveston County Clerk**

Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

**Galveston County Clerk**

North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk.

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these websites are linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 of the Local Government Code. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

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**38. COMPETITIVENESS AND INTEGRITY:**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, **proposers are to direct all communications regarding this proposal to the Galveston County Criminal District Attorney, unless otherwise specifically noted.**

**Do not contact any person other than the contact person designated below.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

**All questions regarding this Request for Proposal must be submitted in writing to:**

**Ms. Zonia Smith**  
**Office of the Galveston County Criminal District Attorney**  
**600 59<sup>th</sup> St., Suite 1001**

**Galveston, Texas 77552**  
**E-mail: [zoniasmith@co.galveston.tx.us](mailto:zoniasmith@co.galveston.tx.us)**

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

**39. ENTIRETY OF AGREEMENT AND MODIFICATION:**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties. An official representative, employee, or agent of the Galveston County Criminal District Attorney does not have the authority to modify or amend this contract.

**40. NON-COLLUSION AFFIDAVIT:**

Proposer certifies, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**A blank Non-Collusion Affidavit is included with this proposal packet. Proposer must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its proposal. This is a mandatory requirement of this RFP. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its proposal shall be considered non-compliance with the requirements of this RFP by the Proposer and grounds for the rejection of Proposer's submission.**



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No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any Galveston County Criminal District Attorney employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the Galveston County Criminal District Attorney, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all Galveston County Criminal District Attorney and County of Galveston contracts for this service.

**41. SOVEREIGN IMMUNITY:**

The Galveston County District Attorney specifically reserves any claim to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**42. CONTROLLING LAW AND VENUE:**

Proposer acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in Galveston County, Texas.

**43. MERGERS, ACQUISITIONS:**

The Proposer shall be required to notify the Galveston County Criminal District Attorney of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the Galveston County Criminal District Attorney:

- A. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New Proposer's Federal Identification Number (FEIN) and;
- C. New Proposer's proposed operating plans.

Moreover, Proposer is required to provide the Galveston County Criminal District Attorney with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Galveston County Criminal District Attorney for his approval.

**44. DELAYS:**

The Galveston County Criminal District Attorney reserves the right to delay the scheduled commencement date of the contract if it is in the interest of the State, the County, or the Galveston County Criminal District Attorney's Office. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**45. ACCURACY OF DATA:**

Information and data provided through this Request for Proposal are believed to be reasonably accurate.

**46. SUBCONTRACTING/ASSIGNMENT:**

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Galveston County Criminal District Attorney. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

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**47. INDEPENDENT CONTRACTOR:**

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Galveston County Criminal District Attorney to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

**48. MONITORING PERFORMANCE:**

The Galveston County Criminal District Attorney shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

**49. PROCUREMENT ETHICS:**

The Galveston County Criminal District Attorney is committed to the highest ethical standards. The Galveston County Criminal District Attorney requires ethical conduct from those who do business with the Office of the Galveston County Criminal District Attorney. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

**CODE OF ETHICS – Statement of Purchasing Policy:**

"Public employment is a public trust. It is the policy of the Galveston County Criminal District Attorney to promote and balance the objective of protecting the Office's integrity and the objective of facilitating the recruitment and retention of personnel needed by the Galveston County Criminal District Attorney. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County Criminal District Attorney, including the disposition of property for which the Galveston County Criminal District Attorney is responsible.

To achieve the purpose of this Article, it is essential that those doing business with the Galveston County Criminal District Attorney also observe the ethical standards prescribed here."

**General Ethical Standards:**

It shall be a breach of ethics to attempt to realize personal gain through public employment with the Galveston County Criminal District Attorney by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of the Galveston County Criminal District Attorney to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of the Galveston County Criminal District Attorney to participate directly or indirectly in a procurement when the employee knows that:

The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement;

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A business or organization in which the employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or

Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

**Gratuities:**

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of the Galveston County Criminal District Attorney, or for any employee or former employee of the Galveston County Criminal District Attorney to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a

program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

**Kickbacks:**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or to any person associated therewith as an inducement for the award of a subcontract or order.

**Contract Clause:**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County and this provision is adopted here by the Galveston County Criminal District Attorney.

**Confidential Information:**

It shall be a breach of ethics for any employee or former employee of the Galveston County Criminal District Attorney to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

**Prohibition against Contingent Fees:**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure from the Galveston County Criminal District Attorney a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

**Representation:**

Proposer represents and warrants, by signing and submitting its proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

**Contract Clause:**

The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

**50. COMMISSION BASED CONTRACT:**

This contract is with the Galveston County Criminal District Attorney for the limited purpose of disposing of forfeited property pursuant to Article 59.06, Texas Code of Criminal Procedure. The award may not be exclusive; the Galveston County Criminal District Attorney may enter into contracts with more than one vendor for the disposition

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of forfeited property, depending on the type of property to be disposed of, the proposals and qualifications of the vendors, and the best interests of the State and the County, as determined by the Galveston County Criminal District Attorney. This is not a contract with the County of Galveston and does not bind the County of Galveston. No proposed contract is binding on the Galveston County Criminal District Attorney until it is properly executed by both parties and applies only to the tangible items identified by the parties to be disposed of according to the contract. Contractor payment shall be on a commission basis for the services provided. Contractor will be paid by deduction of the agreed commission from the proceeds of the disposition of the subject property, with the net proceeds being deposited with the Galveston County Treasurer to be credited to the appropriate account for the Galveston County Criminal District Attorney.

**51. NOTICE:**

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other

address as may have been previously given in writing to the parties (Proposer shall provide its notice information with its proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party.

If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

**To the Galveston Criminal District Attorney at:**

Jack Roady  
Galveston County Criminal District Attorney  
600 59<sup>th</sup> St., Suite 1001  
Galveston, Texas 77551  
Fax: (409) 766-2355

**To the Contractor at:**

(Proposer to provide its contact name, address, and facsimile number for notice hereunder.)

**52. NON-DISCRIMINATION:**

- A. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

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Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Proposer will include the provisions herein in every subcontract or purchase order unless exempted.

- B. **Drug Free Work Place Act:** Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- C. **Americans with Disabilities Act:** Proposer shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- D. **OSHA Regulations:** Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- E. **Compliance with Immigration Laws and Use of E-Verify:** Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- F. **State and Federal Law Compliance:** Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

#### 53. RECORD RETENTION AND RIGHT TO AUDIT:

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the Galveston County Criminal District Attorney reasonable access to the records in Proposer's possession, custody, or control that the Galveston County Criminal District Attorney deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

#### 54. TITLE VI ASSURANCES/TxDOT:

This contract is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, contractors must provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- A. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

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- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County Criminal District Attorney or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Galveston County Criminal District Attorney or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Galveston County Criminal District Attorney shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- 1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
  - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Galveston County Criminal District Attorney or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Galveston County Criminal District Attorney to enter into such litigation to protect the interests of the Galveston County Criminal District Attorney, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 55. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund the Galveston County Criminal District Attorney for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the Galveston County Criminal District Attorney, the County, the GLO, the State, HUD, and other Federal and State entities. Further, Proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other

**GENERAL PROVISIONS**  
**DISPOSITION OF FORFEITED TANGIBLE PROPERTY**  
**GENERAL COUNTY CRIMINAL DISTRICT ATTORNEY**

Responsibility Matters and returned the fully completed and executed original certification with the submission of its proposal. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Proposer's proposal and is a mandatory requirement of this RFP. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this RFP and grounds for the rejection of Proposer's proposal. .**

**56. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT:**

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies that it, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the RFP and that all such persons are current in child support payments.

**57. LABOR STANDARDS:**

Proposer shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (29 C.F.R. Part 3), the Davis-

Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

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**SPECIAL PROVISIONS**  
**DISPOSITION OF FORFEITED TANGIBLE PERSONAL PROPERTY**  
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**The Special Provision section of this Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.**

**PURPOSE:**

The Galveston County Criminal District Attorney issued this Request for Proposal (RFP) seeking a contractor to provide vending services for the auction, sale, recycling, or other appropriate disposition of tangible personal property forfeited as contraband, including, but not limited to: video gaming machines (eight-liners); automated teller machines; televisions; computers; and office equipment.

The successful contractor shall comply with all specifications listed in the Request for Proposals.

**AWARD:**

The proposal award shall be based on but not necessarily limited to the following factors:

**TERM:**

The contract will be for an initial one (1) year period with an option to renew for additional two (2) one (1) year periods upon mutual agreement of both parties.

**GENERAL SPECIFICATIONS:**

The successful contractor should have the ability provide the following services on a turn-key basis:

- Pick up the items of property at locations in Galveston County designated by the Galveston County Criminal District Attorney or his lawful representative;
- Store items until properly sold or disposed of;
- Assess and prepare each item individually, including cleaning, inspecting, and testing to realize the best possible return upon sale, where commercially practicable; assess and prepare like items by lot where commercially appropriate;
- Be willing to sell items individually, instead of by lot, where such sale will provide a greater return;
- Be willing to disassemble items where sales of parts will provide a greater return;
- Be able to recycle parts of disassembled items that are not able to be sold, in compliance with all applicable recycling and environmental laws and regulations;
- Provide all marketing necessary to realize the best possible return for sales;
- Provide all service necessary to potential customers, including packaging, handling, shipping, and responding to all customer inquiries;
- Affix to all gaming machines (and any other items designated by the District Attorney) a permanent label, imprint, or brand stating "Not for use in the State of Texas" or other statement designated by the District Attorney;
- Require buyers of gaming machines (and any other items so designated by the District Attorney) to provide the following sales destination documents:
  - 1) An affidavit approved by the District Attorney affirming that the buyer will use the machine(s) legally and outside the State of Texas; and



**SPECIAL PROVISIONS**  
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- 2) A bill of lading with a shipping destination address outside Texas for items that are shipped or proof of an out-of-state driver's license for purchasers who pick up the items in Texas;
- Provide to the District Attorney upon request the sales destination documents;
  - Provide to the District Attorney on a monthly basis an inventory report of all items sold and the destination(s), all items that were recycled, and all items awaiting disposition;
  - Provide to the District Attorney on a monthly basis a sales report identifying the items received and the date(s) received; the method of disposition—sale of whole item(s), sale for parts, or recycled; sales price; commission to the contractor; and net proceeds to the Office of the Criminal District Attorney;
  - Provide to the District Attorney on a monthly basis certificates of recycling;
  - Provide all services on a commission basis with compensation to the contractor deducted according to the agreed commission percentage from the revenue obtained by the contractor, with the net proceeds paid to the Galveston County Treasurer for deposit in an account for the Criminal District Attorney of Galveston County on a monthly basis;
  - Provide a standard contract for consideration that states the terms and conditions of the proposed contractual relationship.

**CONTROL, SUPERVISION, AND APPROVAL AUTHORITY:**

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Criminal District Attorney who for the purpose of this contract is:

**Jack Roady**  
**Galveston County Criminal District Attorney**  
**601 59<sup>th</sup> St., Suite 1001**  
**Galveston, TX 77552**  
**(409) 766-2355**

The Galveston County Criminal District Attorney, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be presented to the Galveston County Criminal District Attorney for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract.

**PROJECT TIME FRAME:**

The Galveston County Criminal District Attorney anticipates final selection of a preferred Service Provider within 90 days of receipt of proposals.

**SPECIAL PROVISIONS  
DISPOSITION OF FORFEITED TANGIBLE PERSONAL PROPERTY  
GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY**

**SCHEDULE OF EVENTS:**

The following is a schedule of events concerning the procurement process:

	<u>Date</u>
Advertise RFP (first date of publication)	April 26, 2015
Advertise RFP (second date of publication)	April 27, 2015
Advertise RFP (third date of publication)	May 3, 2015
Advertise RFP (fourth date of publication)	May 4, 2015
Proposals due from proposers/RFP Opening	May, 20, 2015 at 3 p.m.

**SAMPLE CONTRACT/MATERIAL TERMS AND CONDITIONS:**

Proposer is requested to submit a sample contract or its proposed material terms and conditions in the event it is awarded a contract pursuant to this procurement.

**QUESTIONS:**

All questions regarding this solicitation must be submitted via email only to Ms. Zonia Smith, C.E.O., Galveston County Criminal District Attorney's Office, [zoniasmith@co.galveston.tx.us](mailto:zoniasmith@co.galveston.tx.us).

**SUBMISSION INSTRUCTIONS:**

One (1) original and three (3) copies of the proposal must be submitted no later than **3 p.m., C.D.T., May 20, 2015** to:

**Jack Roady  
Galveston County Criminal District Attorney  
600 59<sup>th</sup> St., Suite 1001  
Galveston, TX 77551**

**PRE-PROPOSAL CONFERENCE:**

**There is no Pre-Proposal Conference scheduled for this solicitation.**

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**SPECIAL PROVISIONS**  
**DISPOSITION OF FORFEITED TANGIBLE PERSONAL PROPERTY**  
**GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY**

**EVALUATION CRITERIA AND AWARD:**

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The award may not be exclusive; the Galveston County Criminal District Attorney may enter into contracts with more than one vendor for the disposition of forfeited property, depending on the type of property to be disposed of, the proposals and qualifications of the vendors, and the best interests of the State and the County, as determined by the Galveston County Criminal District Attorney. The requested services will be awarded primarily based on the evaluation criteria listed below as well as the provision stated on Pages 4-5 of the General Provisions, Item 15, Award of Proposals – Evaluation Criteria and Factors.

<u>Criteria</u>	<u>Points</u>
1. Methodology for Providing Services (with an emphasis on turn-key providers):	34 points
2. Experience:	33 points
3. <u>Costs Expressed on a Commission Basis:</u>	<u>33 points</u>
TOTAL	100 points

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**SPECIAL PROVISIONS**  
**DISPOSITION OF FORFEITED TANGIBLE PERSONAL PROPERTY**  
**GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY**

**PROPOSAL FORM(S)**

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

FEIN (TAX ID): \_\_\_\_\_

Hereby agrees to provide the requested services as defined herein for a total contract price of:

\$ See Line Item Detail Pages and Proposal Sheet \_\_\_\_\_

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**SPECIAL PROVISIONS**  
**DISPOSITION OF FORFEITED TANGIBLE PERSONAL PROPERTY**  
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**References:**

Please submit at least three (3) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of exact or similar project(s).

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Description \_\_\_\_\_
  
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Description \_\_\_\_\_
  
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Description \_\_\_\_\_

**SPECIAL PROVISIONS  
DISPOSITION OF FORFEITED TANGIBLE PERSONAL PROPERTY  
GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY**

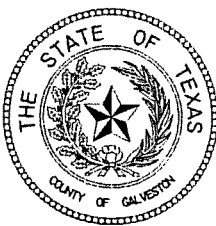
The following items shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

**Items:**

**Confirmed (X):**

- |  |   |
|--|---|
| <b>1. References (if required);</b>                          | _____   |
| <b>2. Confirmation of Receipt of Addenda, if any;</b>        | <b>#1</b> _____ <b>#2</b> _____ <b>#3</b> _____ |
| <b>3. One (1) original and three (3) copies of submittal</b> | _____   |
| <b>4. Vendor Qualification Packet</b>                        | _____   |
| <b>5. Payment Terms:</b>                                     | _____net 30 _____Other                          |

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## County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department  
722 Moody Avenue, (21st Street), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax

**Form PEID:** Person /Entity Information Data

**Form W-9:** Request for Taxpayer Identification Number and Certification

*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)*

**Form CIQ:** Conflict of Interest Questionnaire

*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

**Certificate(s) of Insurance:** If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

### **Public Liability and Property Damage Insurance:**

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

**Worker's Compensation Insurance:**

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

**The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.**

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

**Procurement Policy - Special Note:**

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

**Code of Ethics - Statement of Purchasing Policy:**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and



retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

**General Ethical Standards:** It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

**Gratuities:** It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

**Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

**Confidential Information:** It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

**Questions/Concerns:**

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

## CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

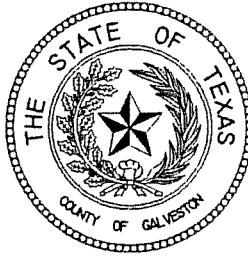
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



**COUNTY of GALVESTON**  
**Purchasing Department**

rev. 1.3, March 29, 2010

**FORM PEID:**

**Request for Person-Entity Identification Data**

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

**Galveston County Purchasing Agent**  
**722 Moody Avenue (21st. Street), 5th Floor**  
**Galveston, Texas 77550**  
**(409) 770-5371 office**  
**(409) 621-7987 fax**

1.	<b>Business Name:</b>			
	<b>Attention Line:</b>			
2.	<b>Physical Address:</b>			
	<b>City:</b>		<b>State:</b>	<b>Zip+4:</b>
3.	<b>Billing / Remit Address:</b>			
	<b>City:</b>		<b>State:</b>	<b>Zip+4</b>
4.	<b>Main Contact Person:</b>			
	<b>Main Phone Number:</b>			
	<b>Fax Number:</b>			
	<b>E-mail Address:</b>			

**Areas below are for County use only.**

<b>Requested By:</b>	<b>Phone / Ext. #</b>	
<b>Department:</b>	<b>Date:</b>	
<b>Action Requested - Check One:</b>	<b>IFAS PEID Vendor Number:</b>	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	



**Galveston County Criminal District Attorney**  
**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,**  
**SUSPENSION, AND OTHER INELGIBILITY**  
**Executive Orders 12549 & 12689 Certification, Debarment and Suspension**

Solicitation Number: \_\_\_\_\_ RFP # GCCDA 2015-01

Solicitation Title: **Disposition of Forfeited Tangible Personal Property**

**Contractor hereby CERTIFIES that:**

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify the Galveston County Criminal District Attorney in writing immediately, through written notification to the Galveston County Criminal District Attorney at 600 59<sup>th</sup> St., Galveston, Texas 77551, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with the Galveston County Criminal District Attorney.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.